

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

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DEANGELO VEHICLE SALES, LLC,

Creditor / Plaintiff,

Date Filed:

Index No.:

vs.

Plaintiff designates Erie  
County as the place of trial

ADRIAN LEWIS PETERSON,

The basis of Venue is  
consent by Defendant

Debtor / Defendant.  
-----X

**SUMMONS**

To the above-named Defendant:

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on Plaintiff's attorney, the Law Office of Stephen Ghee, PLLC, within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if the Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Queens, New York  
August 24, 2018

By: \_\_\_\_\_

  
Stephen Ghee

Attorney for Plaintiff

221-10 Jamaica Ave., Suite 106

Queens Village, NY 11428

(718) 464-6500: Phone

(718) 464-6505: Facsimile

Stephen@sgheelaw.com

To: Adrian Lewis Peterson  
2 E. Rivercrest Dr.  
Houston, TX 77043

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

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DEANGELO VEHICLE SALES, LLC,

Creditor / Plaintiff,

Index No. \_\_\_\_\_

vs.

ADRIAN LEWIS PETERSON,

**VERIFIED COMPLAINT**

Debtor / Defendant.  
-----X

Plaintiff, DEANGELO VEHICLE SALES, LLC, by and through undersigned counsel, hereby files this complaint against Defendant, ADRIAN LEWIS PETERSON, and in support thereof, alleges as follows:

**OVERVIEW**

1. This is a lawsuit for Breach of Contract

**THE PARTIES**

2. Plaintiff, DEANGELO VEHICLE SALES ("DVS"), is a Pennsylvania Limited Liability Company with address located at 9 Banks Avenue, McAdoo, PA 18237.
3. Defendant, ADRIAN LEWIS PETERSON, ("PETERSON") is a individual residing in the State of Texas, with a residential address located at 2 E. Rivercrest Dr., Houston, TX 77043.

**JURISDICTION AND VENUE**

4. Jurisdiction and venue are proper with this Court pursuant to the Loan Documents (as defined below), which states, in pertinent part, "This Note shall be deemed entered into in the State of New York, and shall be governed and construed under the laws of the State of New York, without regard to conflict of law principles thereof. The Parties hereby irrevocably submit to the exclusive personal jurisdiction and venue of any state or federal court sitting in the State of New York regarding any action or proceeding arising out of or relating to this Note..."

**STATEMENT OF FACTS**

5. On October 27, 2016, DVS and "PETERSON" entered into and executed a

Promissory Note, pursuant to which PETERSON agreed to repay to DVS “the principal sum of Five Million, Two Hundred Thousand Dollars (USD \$5,200,000.00) (the “Loan” or “Principal Amount”), together with interest as provided herein, and all other Obligations...that may be owing by Borrower to Lender under the Loan Documents...” The Promissory Note defines “Loan Documents as: (1) the Promissory Note, (2) the Loan and Security Agreement and (3) any other documents provided by Lender to Borrower related to the subject matter of the Promissory Note. A true and correct copy of the Loan Documents is attached hereto as Exhibit A.

6. Pursuant to the Promissory Note, PETERSON was to make full repayment of the Loan, plus interest, by March 1, 2017 (the “Maturity Date”).

7. PETERSON failed to make full payment of the Loan, plus interest, by the Maturity Date.

8. Section IV, ¶ 13(a) of the Promissory Note states, “**The failure by Borrower to pay or otherwise satisfy, or cause to be paid or otherwise satisfied, the Principal Amount and any interest accrued thereon, as accrued, as and when due in accordance with the Payment Schedule and the terms hereof (i.e. by the Maturity Date)**” shall constitute an Event of Default under the Promissory Note.

9. DVS has provided PETERSON, directly and indirectly through his financial and legal representatives, with multiple notices (oral and written) of PETERSON’s default under the Promissory Note.

10. Despite the multiple notices provided to PETERSON and his financial and legal representatives, the full amount of the Loan, plus interest accrued thereon, remains due (the “Balance Due”).

11. Furthermore, Section IV, ¶ 13(a) of the Promissory Note also states, “**upon the occurrence of an Event of Default, this Note shall bear additional interest on the Principal Amount, plus any accrued interest and any other outstanding obligations under the Note, at a per annum rate equal to the lesser of (i) Ten Percent (10%), or (ii) the maximum interest rate that Borrower may by law be required to pay (“Default Rate”).**” Thus, in addition to the Loan,

plus interest accrued thereon, PETERSON owes additional monies as calculated in accordance with the Default Rate as part of the Balance Due.

12. Additionally, Section IV ¶ 18 of the Promissory Note states, **“Borrower shall be liable to pay all reasonable and necessary Collection Costs, including, without limitation, those relating to reasonable attorney’s fees incurred by Lender due to Borrower’s failure to make Payment as described herein and/or Lender’s enforcement of this Note, whether by court action or otherwise.”**

Thus, in addition to the Loan, plus interest accrued thereon and additional monies owed pursuant to the Default Rate, PETERSON owes further monies based on additional costs, including, without limitation, attorney’s fees and costs, incurred by DVS in attempting to enforce the Promissory Note.

#### **COUNT I – BREACH OF CONTRACT**

13. DVS hereby incorporates by reference Paragraphs 1-12 of the Complaint as if fully set forth herein and further alleges as follows:

14. This is a count for breach of contract against PETERSON.

15. Pursuant to the Loan Documents, PETERSON was required to make full payment of the Loan, plus interest accrued thereon, by March 1, 2017. However, as of this date, PETERSON has failed to pay any portion thereof, which failure constitutes and Event of Default.

16. Furthermore, DVS has incurred great legal expense in attempting to enforce the terms of the Promissory Note contained in the Loan Documents, which incurrence thereof as Collection Costs constitutes damages due and owed by PETERSON based on the language set forth in Section IV ¶ 18 of the Promissory Note

17. Pursuant to ¶ 2 of the Confession of Judgment executed by PETERSON and attached as Exhibit D to the Promissory Note (the “Confession of Judgment”), **“PETERSON hereby confesses judgment to Lender for all sums that have come due and remain unpaid under the Loan Documents [and] hereby authorizes entry of judgment against PETERSON, and in favor of Lender, for the Balance Due...”** Furthermore, pursuant to ¶ 3 of the Confession of Judgment, PETERSON authorizes the Supreme Court located in Erie County, New York to enter judgment against

PETERSON, and in favor of DVS, for the Balance Due upon the occurrence of an Event of Default.

18. The Balance Due is set forth in the Judgment of Confession, attached hereto as

**Exhibit B.**

**WHEREFORE**, Plaintiff, DEANGELO VEHICLE SALES, LLC, demands judgment in its favor and against ADRIAN LEWIS PETERSON in the amount of \$6,546,448.32, plus any further relief as may be appropriate under the circumstances.

Dated: August 21, 2018



**Stephen Ghee**  
Attorney for Plaintiff DeAngelo Vehicle Sales, LLC  
221-10 Jamaica Ave, Suite 106  
Queens Vlg, NY 11428

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COUNTY OF ERIE

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DEANGELO VEHICLE SALES, LLC,

Creditor / Plaintiff,

Index No. \_\_\_\_\_

vs.

ADRIAN LEWIS PETERSON,

**ATTORNEY'S  
VERIFICATION**

Debtor / Defendant.  
-----X

STEPHEN GHEE, an attorney duly admitted to practice law in the State of New York,  
makes the following affirmation under penalty of perjury:

I am the principal/owner of the Law Office of Stephen Ghee, PLLC and represent the  
Plaintiff in this matter.

I have read the foregoing Complaint and know the contents thereof; the same is true to  
my own knowledge except as to the matters therein stated to be alleged on information and belief  
as to those matters, and I believe those to be true.

The grounds of Your Affirmant's belief as to all matters not stated upon Your  
Affirmant's knowledge are correspondence had with the said Plaintiff, information contained in  
the said Plaintiff's file, which is in Your Affirmant's possession, and other pertinent data relating  
thereto.

Dated: August 22, 2018

  
STEPHEN GHEE